

1 John A. Conkle (SB# 117849)  
j.conkle@conklelaw.com  
2 Amanda R. Washton (SB# 227541)  
a.washton@conklelaw.com  
3 CONKLE, KREMER & ENGEL  
Professional Law Corporation  
4 3130 Wilshire Boulevard, Suite 500  
Santa Monica, California 90403-2351  
5 Phone: (310) 998-9100 • Fax: (310) 998-9109

6 Michael M. Lafeber (*pro hac vice* pending)  
mlafeber@taftlaw.com  
7 O. Joseph Balthazor Jr. (*pro hac vice* pending)  
jbalthazor@taftlaw.com  
8 **TAFT STETTINIUS & HOLLISTER LLP**  
2200 IDS Center  
9 80 S. 8th St.  
Minneapolis, MN 55402  
10 Tel: 612.977.8400  
Fax: 612.977.8650

11 Attorneys for Movant  
12 Dexon Computer, Inc.

13  
14  
15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17

18 CISCO SYSTEMS, INC., and  
19 CISCO TECHNOLOGY, INC.,

20 Plaintiff,

21 v.

22 DEXON COMPUTER, INC.,

23 Defendant.  
24  
25  
26  
27  
28

Case No. 3:20-cv-4926

**SECOND DECLARATION OF  
STEPHEN O'NEIL IN SUPPORT  
OF DEFENDANT'S RENEWED  
MOTION TO DISMISS**

1 I, Stephen O'Neil, declare as follows:

2 1. I am the President and Chief Executive Officer of Dexon Computer, Inc.  
3 ("Dexon"). All the statements in my original Declaration dated September 25, 2020  
4 (Doc. No. 10-1) remain truthful and accurate in all respects

5 2. As part of jurisdictional discovery, Cisco required Dexon to produce all  
6 of its invoices covering sales to customers residing in California for the period "July  
7 22, 2016 to the present."

8 3. It's my understanding that despite possessing invoices covering all such  
9 California sales, as well as being allowed to subpoena Dexon's customers and conduct  
10 inspections on the subject products, Cisco has been able to identify just 26 California  
11 sales transactions involving 60 allegedly counterfeit products.

12 4. Such allegedly counterfeit 60 products accounted for \$72,855.00 in  
13 revenue. That represents represent just .125% (or 1/8<sup>th</sup> of 1%) of Dexon's total  
14 revenues of approximately \$58,000,000.00 for the corresponding time period.

15 5. It's my understanding Cisco has attempted to rely on an End User  
16 License Agreement ("EULA") to establish personal jurisdiction over Dexon. Dexon  
17 is not a party to any of the alleged Cisco EULAs. Attached hereto as **Exhibit A** is  
18 what Dexon believes to be a true and correct copy of a 2019 version of Cisco's EULA.

19 I declare under penalty of perjury that to the best of my knowledge the  
20 foregoing statements are true and correct.  
21

22  
23 Dated: April 19, 2021

/s/Stephen O'Neil  
Stephen O'Neil

# EXHIBIT A



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Country or Territory	Governing Law	Jurisdiction and Venue
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Canada	Province of Ontario, Canada	Courts of the Province of Ontario, Canada
Europe (excluding Italy), Middle East, Africa, Asia (excluding Japan and China) or Oceania (excluding Australia)	Laws of England	English Courts
Japan	Laws of Japan	Tokyo District Court of Japan
Australia	Laws of the State of New South Wales	State and Federal Courts of New South Wales
Italy	Laws of Italy	Court of Milan
China	Laws of the People's Republic of China.	Hong Kong International Arbitration Center
All other countries or territories	State of California	State and Federal Courts of California

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